

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

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In re:	:
	:
GERSHON BARKANY,	:
	:
Debtor.	:
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Marc A. Pergament, Interim Chapter 7	:
Trustee of the Estate of Gershon Barkany,	:
	:
Plaintiff,	:
v.	:
	:
Alan Gerson, Bruce Montague & Partners,	:
Charber Realty, Alfred Schonberger, Marina	:
District Development Co. LLC, Barkany Asset	:
Recovery & Management LLC,	:
Daniel Hirschler, Joseph Rosenberg and	:
Goldberg & Rimberg PLLC,	:
	:
Defendants.	:
-----X	

Chapter No. 8-14-72941-las

Chapter 7

Adv. Pro. No.: 15-8244-las

ANSWER

Defendant Joseph Rosenberg (“**Rosenberg**”), by and through his undersigned counsel, answers the Complaint dated August 18, 2015 (the “**Complaint**”) as follows:

1. Rosenberg admits the allegations in paragraph 14 of the Complaint.
2. As to the allegations in paragraph 58 of the Complaint, Rosenberg: (i) admits that he received a sum in the amount of \$15,100.00 on or about March 13, 2013; and (ii) has insufficient knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 58 of the Complaint and, on that basis, denies the allegations.
3. As to the allegations in paragraphs 59-60, 336-337, 341-342, 345-347, 351-352, 356-357, 362-363, 368, 371, 375 and 377 of the Complaint, Rosenberg has insufficient

knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies the allegations.

4. The remaining paragraphs of the Complaint contain legal conclusions, statements relating to parties other than Rosenberg or statements for which no response is required. To the extent a response is required, Rosenberg denies the allegations.

AFFIRMATIVE DEFENSES

5. The claims in the Complaint are barred, in whole or part, because they fail to state a claim against Rosenberg and fail to state facts sufficient to constitute a cause of action against Rosenberg.

6. The claims in the Complaint are barred, in whole or part, by the doctrine of setoff and/or recoupment.

7. The claims in the Complaint are barred, in whole or part, because Rosenberg provided reasonably equivalent value in exchange for the alleged transfers in the Complaint.

8. The claims in the Complaint are barred, in whole or part, because neither the Plaintiff nor any relevant party sustained any loss, damage, harm or detriment in any amount.

9. The claims and remedies sought in the Complaint are barred, in whole or part, to the extent the Plaintiff seeks overlapping and duplicative recovery based on various claims against Rosenberg.

10. The claims in the Complaint are barred, in whole or part, by the doctrine of waiver, estoppel, laches, unclean hands and/or *in pari delicto*.

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11. The Plaintiff has failed to join the Ludvik and Eva Hilman Family Partnership, L.P. as a necessary party.

Dated: New York, New York
September 25, 2015

/s/Lester M. Kirshenbaum
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